C. R. S. App. F. IX-4]

1943-44.

File No. 135-43

Previous References.

(War)

Serial Nos. 1

Later References.

5-27

GENERAL AND REVENUE SECRETARIAT

Serial Nos. One only

Part B for December 1943.

SUBJECT.

Contracts for Defence Works.

M. Krishnan. 9.12.43.

947/W

Continuation Sheet.

Contracts for Defence Works.

W File No. / Current No. 135

of 43-44 Page.

1405 P.V.

2617.

No. 109

18/9/43

From The Secy to Govt Punjab Defence Department.
No DF 496-43/Pdl/3 d 14th Sept 43 forwarding for information a copy of War Dept Letter re Contracts for Defence Works.

Arbd for personal attention

1465

Date 16/9/43

This will be subd to the PW Secy and C. E for Usual Note.

Yours
15/9

P.W. Secy
Chief Engineer } 15/9.

No 171

27-9-43

P. W. SECRETARIAT

Date 29/9/43

P. W. Secy
C. E } 27/9/43

Noted and returned

27/9/43

To be demarcated in Camps

Secy 7/10

Asst Secy
War Section
W.C. } 5/10/43

Secy 7/10

P.W.C.

999/W

Continuation Sheet.

Contracts for Debra Works.

1465 P.W.

W File No. / Current No. 135 of 43-44 Page.

2617

6-1

No.109

18/9/43

From The Secy to Govt Punjab PW Deptt Simla

No DF 496-43/Pdl/3 d 14th Sept 43 forwg for information a copy of War Deptt Letter no. Contracts for Debra Works.

Subd for perusal. If approved this will be subd to the PW Secy and C. E. for Kind Nole.

Yes
15/9

S.W. Secy
Chief Engineer
15/9.

P. W. SECRETARIAT
1465
Date 16/9/43

(25
15/9

(15)

No 171
27.9.43

P. W. SECRETARIAT
Date 29/9/43

NOted and returned

27/9/43

Asst Secy War Section
for C. E.
5/10/43

Hom 7/10

To be returned in Camp

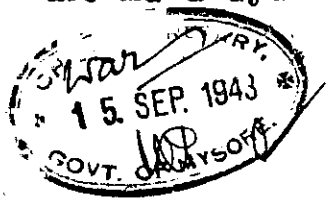
Hom 7/10

W 135-43-1

THE OFFICE OF THE HON'BLE THE RESIDENT IN MYSORE
Dated Bangalore, the 14th September 1943.

No.D.F.196-43/Pol./3 699/W.

A copy of the undermentioned paper is forwarded to the Chief Secretary to the Government of His Highness the Maharaja of Mysore, Bangalore, for information.



for SECRETARY TO THE RESIDENT

Letter from the Government of India in the War Department (Army Branch) No.68734/4/E.2-C(i), dated the 31st July 1943, with enclosures.

Tcn.

Letter from the Under Secretary to the Government of India, War Department (Army Branch), to the Chief Secretaries to all Provincial Governments, No.68734/4/E.2.C(i), dated the 31st July 1943.

Contracts for Defence works.

I am directed to say that it has been decided that all contract forms used for making contacts for works connected with the Defence Services will in future include a 'Damage to Works' clause as in the annexure to this letter. I am to request that, all future contracts for Defence works executed by the Public Works Department of the Provincial Governments should include this clause. Current contracts may also be amended at the discretion of the Provincial Public Works Department to include this clause wherever feasible. In the case of Defence work under the charge of the Provincial Public Works Department ~~of the Provincial~~ the Executive Engineer concerned for the Engineer in charge will order Air Defence Precautions instead of the Garrison Engineer as laid down in the proviso in para 3 of the 'Damage to Works' clause forming an annexure to this letter. In the matter of assessment of Compensation payable to contractors the Executive Engineer or the Engineer-in-Charge, and the Superintending Engineer of the Provincial P.W.D. will exercise the same authority as has been given in the attached 'Damage to Works' clause to the Garrison Engineer and the Commander Royal Engineers, respectively.

2. I am also to attach a list of Air Defence Precautions considered reasonable under the 'Damage to Works' clause referred to above. These precautions should be taken in all cases where an air raid threat exists.

Annexure to War Department letter No.68734/4/E.2.C(i), dated the 31st July 1943.

Damage to Works Clause.

The Works whether fully constructed or not and all materials, machinery, plant, tools, temporary ~~work~~ buildings and other things connected therewith shall be at the risk and in the sole charge of the Contractor until the Works have been delivered completed to the Engineer in Charge and a certificate from him to that effect obtained. Until such delivery the Contractor shall at the Contractor's own cost take all precautions reasonably necessary, to keep all the aforesaid Works, materials, machinery plant, tools, temporary buildings and other things connected with the Works free from any loss or damage and in the event of the same or any part thereof being lost or damaged shall forthwith and with all possible speed re-instate and make good such loss or damage at the Contractor's own cost provided always that in the event of the works whether fully constructed or not or any materials properly brought to the site for incorporation in the Works being damaged or destroyed by or in consequence of hostilities or warlike operations, the Contractor shall, when ordered in writing by the Engineer-in-Charge remove any debris from the site, collect and properly stack or remove to store all serviceable materials salvaged from the damaged works and proceed with the re-instatement of such Works as are order in in writing by the Engineer-in-Charge and shall be paid at the contract rate for the work of clearing the site of debris, staking or removal of serviceable materials and the reconstruction of all work ordered by the Engineer-in-Charge, such payment being in addition to compensation up to the value of the work orginally executed before being damaged or destroyed and not paid for all such compensation shall be assessed by *Garrison Engineer concerned Commander Royal Engineers whose decision shall be final.

*For compensation exceeding Rs.5000/- the assessment shall be made by the Commander Royal Engineers.

2. And provided further that the Contractor shall be paid compensation for replacing any materials aforesaid at their actual cost to him exclusive of any profits to him or unnecessary middleman.

3. And provided lastly that no compensation shall be payable under either of the above provisions unless the Contractor had taken Air Defence precautions

precautions ordered in writing by the Garrison Engineer concerned or failing such orders reasonable precautions, nor for any materials etc. not on the site of the Works, nor for any tools, plant, machinery, scaffolding, temporary buildings and other things connected therewith, the proprietory rights of which have been temporarily invested in the Government under the conditions of the Contract.

Any work carried out under this Clause shall not be treated as a deviation.

In the event of the Contractor having to carry out reconstruction as aforesaid he shall be allowed such extension of time for completion of the Works as the Garrison Engineer shall certify to be reasonable in the circumstances.

Annexure to War Department letter No.68734/4/E.2-C(i) dated the 31st July 1943.

Air Defence Precautions.

The following air defence precautions should be taken in all cases where air threat exists -

(I) The contractor to have on site at all times trained personnel including watch and ward capable of dealing with incendiary bombs.
Personnel to be provided with necessary equipment i.e. stirrup pumps Redhill containers and Scoops.

(II) Trained parties competent of dealing with incipient fire outbreaks caused by enemy action.
Parties to be provided for the above purpose, with adequate equipment as buckets, chemical extinguishers etc.

(III) Constructional plant and equipment should be dispersed when not actually in operation.

(IV) Stores, and in particular inflammable materials such as timber etc will be dispersed as much as possible, within the limits permitted by the generalx layout and organisation of works, to reduce to minimum the damage of a direct hit or outbreak of fire caused by enemy action.

(V) An adequate static supply of water for immediate fire fighting service will be provided within reasonable distance of all inflammable stores, materials and buildings.

The Contractors should be ordered to take these precautions by the G.E., concerned vide para 3 of Damage to Works clause and his decision will be final.

1.

The Office of the Hon'ble the Resident
in Mysore, Dated, Bangalore the 6th June 44

No. D.F. 196-43/Pol.

A copy of the undermentioned paper is forwarded to the Chief Secretary to the Government of His Highness the Maharaja of Mysore, Bangalore, for information, in continuation of endorsement from this Residency No. D.F.196-43/Pol., dated the 3rd March 1944.

Sd: P.K. Narayanaswami

For Secretary to the Resident.

Letter from the Government of India in the War Department (Army Branch) No. 68734/E.8, dated the 20th May 1944.

Letter from the Assistant Secretary to the Government of India, War Department (Army Branch) No. 68734/E.8., dated the 20th May 1944, to the Chief Secretaries to all Provincial Governments.

Contracts for Defence Works - Inclusion of "Damage to works" clause.

I am directed to say that it has been decided to delete items I to V of the "Air Defence Precautions" forming as an annexure to this Department letter No. 68734/4/E.2-C(i), dated the 31st July 1943, and

to substitute the following:-

(I) The contractor to permit his staff and labour to undergo such training and practice in fire fighting on the site during working hours under Government supervision as the Engineer-in-charge shall prescribe. The training shall be at Government expense.

(II) The contractor shall provide on payment such minor fire fighting equipment and stores as buckets, small pumps, scoops, sand etc. as the Engineer-in-Charge may specify.

(III) Constructional plant and equipment and building stores will be dispersed as directed by the Engineer-in-Charge.

"Copy"

Original, with D.O. No 2876 W sent to P.W. Secy on 9/6/46,

3/4
9/6.